



WIRE TRANSFER APPLICATION AND INSTRUCTIONS (송금 신청서)

Application must be received by 11:00 AM PST for same day processing.

Remittance Amount: US \$	Fee: US \$	Total Received: US \$
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Originator (송금인)	Name:	
	Account No.:	Phone No.:
	Address :	
Intermediary Bank (중간은행)	ABA/SWIFT :	
Name:		
Beneficiary Bank (수취은행)	ABA / SWIFT :	
Bank Name:		
Address:		
Country :		
Beneficiary (수취인)	Name:	
Account No.:		
Address:		
Country:		Phone No.:
Special Instruction (특별지시사항)		
Purpose of Wire (If \$3000 and over)		
Originator's Signature (송금인 서명)	By signing this Wire Transfer Application and Instructions, I agree to all terms and conditions of the Wire Transfer Agreement on the reverse. X _____ Date: _____	

BRANCH / DEPT USE ONLY

Received By: <input type="checkbox"/> In person <input type="checkbox"/> Fax	OFAC: Clear / Suspect Match	Teller Stamp
Method of Payment <input type="checkbox"/> Cash <input type="checkbox"/> Debit Referenced Acct. <input type="checkbox"/> Check # _____ ABA # _____		
Wire Transfer Agreement <input type="checkbox"/> Yes (If yes, fill out below) <input type="checkbox"/> No		
Phone No. Called: _____	Customer Contact Name: _____	
Date & Time: _____	Call Back By: _____	
*Important Reminder for CONSUMER REMITTANCE going to a FOREIGN Country <input type="checkbox"/> The required disclosure has been provided to the customer upon receipt of this application		
Br.: _____	Received By: _____	Approved By: _____

OPERATIONS ADMINISTRATION DEPARTMENT USE ONLY

Date: _____	Input By: _____	Verified By: _____
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REMITTANCE AGREEMENT

This agreement sets forth the terms of the funds transfer service ("Service") between Open Bank ("Bank", "us" and "we") and the customer ("you").

1. **Remittance Service.** The following rules apply to funds transfers that are governed by Division 11 of the California Uniform Commercial Code. Generally speaking, this includes transfers through Fedwire and other fund transfer systems, as well as transfers between accounts maintained with us. This agreement does not apply to consumer transactions governed by the Electronic Funds Transfer Act. Once you are approved for this Service, you may transfer available funds from your designated Bank account(s) to other accounts with us and to accounts or persons at other financial institutions. The term "Payment Order," as used in this agreement, includes an order to transfer funds and orders asking us to amend or cancel a previous transfer request.
2. **Security Procedure.** You agree to: (a) comply with, and to maintain the security and confidentiality of any security code and/or procedure (collectively, "Security Procedure") that we provide to you in connection with the Service; (b) closely and regularly monitor the actions of your employees who use the Service or who have access to the Security Procedure; (c) notify us immediately if any employee authorized by you to use the Service leaves your employment; and (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. We assume no responsibility to detect errors in Payment Orders, even if we may take certain actions from time to time to do so. We may elect to verify the authenticity and content of any Payment Order by placing a call to any authorized signer on your account and/or any other person you designate for that purpose. If we are unable to verify a Payment Order with your representative, we may refuse to execute the Payment Order. You agree that our telephone confirmation of a Payment Order (or our reliance on any other Security Procedure that you and we agreed upon) shall be deemed to be a commercially reasonable security procedure, in light of our anticipated size, type and frequency of your Payment Orders. Payment Orders that are processed in accordance with Security Procedure will be deemed made by you and you will be obligated to pay us in the amount of such Orders, even if they are not transmitted or authorized by you. The Bank shall be under no obligation to obtain the receipt of the payee. The Bank of request will use its best efforts to trace payment. No request for tracing shall be made prior to three weeks from date of this order.
3. **Form and Format of Payment Orders.** You will complete and transmit all Payment Orders in the form, format and manner that we designate. We may (a) refuse to accept any Payment Order which is incomplete, ambiguous, not approved by an authorized person, or which does not conform to our requirements; (b) reject any Payment Order that exceeds any threshold we establish for your account or which is not confirmed to our satisfaction before our process cutoff hour; (c) execute your Payment Order through any intermediary financial institution or funds transfer system we choose, which may be different or contrary from that contained in your instructions.
4. **Inaccurate Payment Orders.** If a Payment Order describes an intermediary financial institution, beneficiary financial institution or beneficiary by name and identifying or account number, we and other financial institutions may process the Payment Order on the basis of the identifying number, rather than the name, even if the number identifies a different person, entity, account or financial institution. We are not obligated to review Payment Orders for inconsistencies or to confirm the accuracy or completion of your Payment Order. You agree to hold us harmless from any loss which occurs if your instructions are incomplete, ambiguous, or incorrect. We are not required to seek clarification from anyone regarding ambiguous instructions. If we cannot complete a transaction (e.g. because of an ambiguity), we will notify you orally or in writing by the end of the next business day.
5. **Processing Cutoff Hour.** Payment Orders (including amendment and cancellation orders) must be received by us on or before our processing cutoff hour written on the reverse side of this sheet in order to be executed on the same day. Payment Orders received after the cutoff hour or on a Saturday, Sunday or holiday will be deemed received by us on our next funds-transfer business day. Transfers may be delayed if an intermediary financial institution or the beneficiary's financial institution is not accepting orders (e.g., due to a local holiday).
6. **Cancellations and Amendments.** We are not obligated to accept a Payment Order amendment or cancellation. However, on a case-by-case basis, at our discretion, we may accept an amendment or cancellation. You may request to amend or cancel a Payment Order by providing us with an amendment or cancellation request in the form, format, and manner that we designate from time to time. An amendment or cancellation of Payment Order must be received in writing and must contain all of the information requested by us. We may reject late or nonconforming Payment Orders. If we attempt to process late or nonconforming Payment Orders, you agree to reimburse us for all costs, losses, and damages we incur as a result. You also agree to indemnify, defend, and hold us and our agents harmless from all actions, proceedings, and claims that may arise, directly or indirectly, if we attempt to amend, cancel, or reverse an executed Payment Order at your request.
7. **Rejection of Payment Orders.** We reserve the right to refuse any Payment Order with or without cause or prior notice. Although we may attempt to notify you of the rejection by telephone, we are not required to send the notice to you earlier than the close of our next funds-transfer business day. We will have no obligation to resend a returned Payment Order if we originally processed it in accordance with this agreement. We will debit or credit your account for Payment Orders returned to us. Unless the return is caused by our failure to properly execute a Payment Order, we will have no obligation to credit your account with any interest on the amount of the returned Payment Order. We reserve the right to reject any incoming funds transfer to your account, including a transfer from another account with us, with or without cause. To the extent permitted by law or payment system rule, credit to your account for an incoming funds transfer is provisional until we receive final settlement for the transfer. In the event final settlement is not received, we will be entitled to a refund of the amount provisionally credited.
8. **Your Duty to Review Transactions.** We will not send you a separate confirmation of Payment Orders credited to an account with us (e.g., intrabank transfers). Your account statement will serve as our confirmation of such Orders. You agree to: (a) review all statements and notices immediately to confirm the accuracy and authorization of each Payment Order; (b) notify us immediately if there is any discrepancy between your Payment Order and any confirmation or statement of account, or if you discover any other problem with respect to a transfer; and (c) send a written notice to us of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date you first discover the problem or receive a statement or notice reflecting the problem, whichever comes first). We will not be responsible for any loss of interest or other loss that occurs as a result of your failure to give us timely notice.
9. **Limitation on Liability.** We will not be liable for consequential, special or exemplary damages or losses of any kind, even if we are aware of their likelihood. We will not be liable for any failure to act or delay due to: the lack of sufficient, available funds in your account; circumstances beyond our control; fire, flood, or natural disasters; power outages; communication or computer failures beyond our immediate control; labor disputes; any inaccuracy or ambiguity in your instructions or Payment Orders; the action or omission of others; or any applicable government or funds-transfer system rule, policy or regulation. An action or proceeding by you to enforce an obligation, duty arising out of this agreement or by law with respect to your account or this Service must be commenced within one year after the cause of action accrues.
10. **Waivers.** If permitted by law, you and we waive any right to a trial by jury in the event a dispute arises between you and we in connection with this agreement or the Service.
11. **Notices.** You must mail or deliver notices to us at the address we designated from time to time for this Service. We may send notices to you, either electronically or in writing, at the address or e-mail address reflected for you in our Service or deposit account records.
12. **Fees.** You agree to pay us the fees we establish for this Service. We may deduct the fees directly from your accounts with us. You further agree to reimburse the bank for any actual expenses the bank may incur to effect or revoke any Payment Order or perform any related act at your request. In addition, if it is necessary that the Payment Order should be routed through an intermediary or through other banks, any additional charges imposed will be deducted from the Payment Order amount.
13. **Governing Law.** Except as otherwise set forth in this agreement, your Payment Orders and this agreement will be governed by and construed in accordance with the laws of the state of California.
14. **Foreign Transfers.** Foreign transfers may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. If you direct a Payment Order to a foreign country, we may execute the Payment Order in the currency of the country of the payee's bank at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the payee bank. If for any reason the Payment Order is returned to us, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Intermediary banks may deduct their fees from the amount of any payment order they process.
15. **Amendment and Termination.** We may amend (add to, delete or change) the terms of this agreement by providing you with prior notice. We may terminate this agreement at any time, with or without cause, by providing you with a notice of termination. You may terminate this agreement with or without cause by providing us with seven days prior written notice. When this agreement ends, you must promptly return to us (or destroy at our request) all copies of the Security Procedures. Your obligations under sections 2, 6, and 8 shall survive the termination of this agreement.